

Dated: May 13, 2016

Respectfully submitted,

By: /s/ Raymond E. Walker

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ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing document has been served on the parties listed below on May 13, 2016.

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Susan Oliver Simpson

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Vincent Serafino Geary Waddell Jenevein, P.C.

1601 Elm Street, Suite 4100

Dallas, Texas 75201-3073

/s/ Raymond E. Walker

Raymond E. Walker

Exhibit 1

**DC-16-03737 - HEALTHSOUTH REHABILITATION HOSPITAL OF BEAUMONT LLC,
et al vs. CARE IMPORVEMENT PLUS OF TEXAS INSURANCE COMPANY**

Case Number: DC-16-03737
File Date: 03/31/2016
Case Status: OPEN

Court: 193rd District Court
Case Type: CNTR CNSMR COM DEBT

PLAINTIFF : HEALTHSOUTH REHABILITATION HOSPITAL OF
BEAUMONT LLC

Address:

c/o K. Mark Vincent
1601 Elm Street, Suite 4100
Dallas TX 75201

Active Attorneys

Lead Attorney:

VINCENT, KEVIN MARK

Retained

Work Phone: 214-979-7431

Fax Phone: 214-979-7402

PLAINTIFF : CMS REHAB OF W F LP

Aliases:

DBA HEALTHSOUTH REHABILITATION HOSPITAL OF
WICHITA FALLS

Address:

c/o. K. Mark Vincent
1601 Elm Street, Suite 4100
Dallas TX 75201

Active Attorneys

Lead Attorney:

VINCENT, KEVIN MARK

Retained

Work Phone: 214-979-7431

Fax Phone: 214-979-7402

DEFENDANT : CARE IMPORVEMENT PLUS OF TEXAS
INSURANCE COMPANY

Address:

BY SERVING REGISTERED AGENT CT CORPORATION
SYSTEM
1999 BRYAN STREET SUITE 900
DALLAS TX 75201

Active Attorneys

Lead Attorney:

JUBINSKY, ANDREW GEORGE

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Attorney: WALKER, RAYMOND

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03/31/2016 NEW CASE FILED (OCA) - CIVIL
03/31/2016 ORIGINAL PETITION

POP.pdf

Comment: Plaintiff's Original Petition

03/31/2016 ISSUE CITATION

04/06/2016 CITATION ISSUED

DC163737 CIT.pdf

04/06/2016 CITATION

Anticipated Server: ESERVE

Actual Server: PRIVATE PROCESS SERVER

Anticipated Method:

Returned: 04/14/2016

04/14/2016 RETURN OF SERVICE

CARE IMPORVEMENT PLUS OF TEXAS INSURANCE COMPANY -

Comment: CARE IMPROVEMENT PLUS OF TEXAS INSURANCE COMPANY RETURN OF SERVICE

05/09/2016 RULE 11

Rule 11 Agreement.pdf

07/14/2016 DISMISSAL FOR WANT OF PROSECUTION

193RD Initial Dismissal Notice
Judicial Officer: GINSBERG, CARL
Hearing Time: 1:30 PM

HEALTHSOUTH REHABILITATION HOSPITAL OF BEAUMONT LLC

Total Financial Assessment	\$295.00
Total Payments and Credits	\$295.00

3/31/2016	Transaction Assessment	\$295.00
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3/31/2016	CREDIT CARD - TEXFILE (DC)	Receipt # 20425-2016- DCLK	HEALTHSOUTH REHABILITATION HOSPITAL OF BEAUMONT LLC	(\$295.00)
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POP.pdf
DC163737 CIT.pdf
CARE IMPORVEMENT PLUS OF TEXAS INSURANCE COMPANY -
193RD Initial Dismissal Notice
Rule 11 Agreement.pdf

CAUSE NO. DC-16-03737

HEALTHSOUTH REHABILITATION
HOSPITAL OF BEAUMONT, LLC AND CMS
REHAB OF W.F., L.P. D/B/A HEALTHSOUTH
REHABILITATION HOSPITAL OF WICHITA
FALLS,

Plaintiffs,

v.

CARE IMPROVEMENT PLUS OF TEXAS
INSURANCE COMPANY,

Defendant.

IN THE DISTRICT COURT

_____ JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

PLAINTIFFS' ORIGINAL PETITION

COMES NOW Plaintiffs, HealthSouth Rehabilitation Hospital of Beaumont, LLC and CMS Rehab of W.F., L.P. d/b/a HealthSouth Rehabilitation Hospital of Wichita Falls, both Texas entities (hereinafter referred to collectively as "HealthSouth" or "Plaintiffs"), and files its Original Petition complaining of Defendant, Care Improvement Plus of Texas Insurance Company ("hereinafter referred to herein as "Defendant" or Care Improvement"), and in support of its legal and equitable claims for affirmative relief, would respectfully show unto the the Court the following:

I.
CLAIMS FOR RELIEF

1. In accordance with TEX. R. CIV. P. 47, Plaintiff seeks monetary relief over \$100,000.00, but not more than \$200,000.00.

II.
DISCOVERY CONTROL PLAN
PARTIES AND PROCESS

2. Plaintiffs intend to conduct discovery under Level 2 pursuant to TEX. R. CIV. P. 190.3 as the matter is not governed by the expedited action process set forth in TEX. R. CIV. P. 169 given the monetary value requested.

3. This is an action for damages at law and for equitable relief that is within the jurisdiction of this Court, exclusive of court costs, pre-judgment interest, and reasonable attorney's fees.

4. Plaintiff HealthSouth Rehabilitation Hospital of Beaumont, LLC ("HealthSouth Rehabilitation Hospital of Beaumont") is a foreign limited liability company licensed and registered to conduct business in Texas and licensed under the laws of Texas to operate hospitals in Texas. HealthSouth Rehabilitation Hospital of Beaumont's principal place of business is 3340 Plaza 10 Drive, Beaumont, TX 77707.

5. Plaintiff CMS Rehab of W.F., L.P. d/b/a HealthSouth Rehabilitation Hospital of Wichita Falls ("HealthSouth Rehabilitation Hospital of Wichita Falls") is a foreign limited partnership licensed and registered to conduct business in Texas and licensed under the laws of Texas to operate hospitals in Texas. HealthSouth Rehabilitation Hospital of Wichita Falls' principal place of business is 3901 Armory Road Wichita Falls, Texas 76302.

6. The Defendant is and was, at all times material to this action, a Texas corporation licensed and registered to conduct business in Texas that administers healthcare plans and policies to its subscribers and issues payment of healthcare contract benefits to hospitals and medical providers on behalf of its subscribers by and through its administration, control, management, ownership and

operation of Health Plans. The Defendant may be served through its registered agent CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

III.
JURISDICTION AND VENUE

7. All services rendered in this action were rendered at 3340 Plaza 10 Drive, Beaumont, TX 77707 and 3901 Armory Road Wichita Falls, Texas 76302.

8. Jurisdiction is proper, because the amount in controversy exceeds the jurisdictional minimum of this Court. Venue is proper in Dallas County because Defendants reside and/or conduct business in Dallas County, Texas.

9. Plaintiffs have fully performed all of its duties and obligations under the written agreements between the parties. All conditions precedent to the institution of this suit and Plaintiffs' recovery have been performed, satisfied or have occurred.

IV.
BACKGROUND FACTS

10. The Defendant provides comprehensive healthcare services to enrolled subscribers who either remit regular premium payments to the Defendant or are provided coverage through their employer or Medicare.

11. The Defendant provides, either directly or through arrangements with its network of contracted health care facilities and providers, comprehensive prepaid health care services to subscribers enrolled in its Health Plan, who in exchange for such prepaid healthcare coverage, either remit regular premium payments to the Defendant or have such premium payments issued payable on their behalf through government financed and sponsored healthcare plans and policies (referred to as "Medicare Advantage Plans").

12. Pursuant to written agreements entered into between the parties, the Plaintiffs agreed

to furnish medical services to subscribers enrolled in the managed care company owned and operated by the Defendant, in exchange for certain and defined per capita and/or aggregate fixed sums based on the contractual payment provisions contained in these written agreements.

13. The Defendant issued such per capita and/or aggregated fixed sums payable to the Plaintiffs as compensation for the hospital and medical charges incurred by the Defendant's subscribers who received hospital and medical care and treatment from the Plaintiffs. A copy of the written agreement that contains contractual payment provisions are attached hereto and made a part hereof as Plaintiffs' composite Exhibit "A".

14. The Defendant issues payment to healthcare providers and facilities, such as the Plaintiffs, and that class of hospitals and medical providers to which the Plaintiffs belongs, that provide medically necessary and appropriate inpatient care and rehabilitation services and supplies to the subscribers covered by the Defendant's health plan and/or Medicare Advantage Plan.

15. Pursuant to the foregoing, the Defendant has expressly obligated itself to provide directly or through arrangements with other entities, including healthcare providers and facilities, healthcare coverage to the subscribers covered by the Defendant's health plan.

16. The Defendant has also assumed an obligation and responsibility to make healthcare benefits payable to hospitals and other medical providers, including the Plaintiffs, and that class of hospitals and medical providers to which the Plaintiffs belong, that provide and render medically necessary and appropriate surgical services and supplies to its enrolled subscribers.

17. From April 2010 through March of 2012, subscribers enrolled with the Defendant presented themselves to the Plaintiffs with medical conditions that necessitated and required the Plaintiffs to provide hospital and medical care and treatment to such subscribers.

18. Under the agreements and/or arrangements entered into with the subscribers enrolled

in the Defendant's healthcare plan, the Defendant agreed to cover the medical charges incurred by these subscribers during their enrollment as subscribers in the Defendant's healthcare plan during the effective period under which the Defendant contracted with them to provide these subscribers with comprehensive healthcare coverage (hereinafter referred to as the "effective coverage period").

19. Copies of the healthcare coverage agreements entered into between the Defendant and its enrolled subscribers are not attached to this Complaint, as said agreement is in the possession of the Defendant and/or its enrolled subscribers and not the Plaintiffs, but the Plaintiffs will produce the agreements during the course of discovery in this action.

20. Pursuant to the terms, conditions and payment provisions of the healthcare coverage agreements entered into between the Defendant and its enrolled subscribers, the Defendant agreed to provide primary healthcare coverage to its enrolled subscribers under which the Defendant assumed both the obligation and responsibility to issue healthcare benefits payable on behalf of its enrolled subscribers to hospitals and other medical providers that rendered medically necessary and appropriate inpatient care and rehabilitation (non-custodial) services and supplies to its enrolled subscribers during the effective coverage period of the healthcare coverage policy.

21. By obligating and requiring the Defendant to issue healthcare benefits payable on behalf of its enrolled subscribers payable to hospitals and medical providers that rendered medically necessary and appropriate inpatient care and rehabilitation (non-custodial) services and supplied to its enrolled subscribers during the effective coverage period, the Defendant clearly expressed an intent to primarily and directly benefit the Plaintiff and that class of acute care facilities and other medical providers that rendered rehabilitative medical care to its enrolled subscribers during the effective coverage period of the healthcare coverage period.

22. During the course of rendering care and treatment to the subscribers enrolled in the

Defendant's healthcare plan, the Plaintiffs, by and through their staff of medical professionals, provided reasonable, necessary and appropriate medical and rehabilitative services and supplies to these subscribers.

23. These reasonable, necessary and appropriate hospital-based medical and rehabilitative services and supplies for these three subscribers were provided from April 2010 through March of 2012.

24. At all times relevant thereto, the Plaintiffs provided necessary and appropriate hospital-based medical and rehabilitative care and treatment to subscribers enrolled in the Defendant's health plan with the knowledge, consent and authorization of the Defendant.

25. As a result of providing appropriate and necessary hospital-based medical and surgical services and supplies to subscribers enrolled in the Defendant's healthcare plan, the Plaintiffs incurred substantial costs and expenses in providing such care as reflected in the Plaintiff's Composite Exhibit "B", five standardized UB-92/HCFA-1460 claim forms generated by the Plaintiffs and transmitted to the Defendant in the regular course of business, with the subscriber/patients names and personal information redacted for privacy purposes.

26. The patients included in Plaintiffs' Composite Exhibit "B" are Texas residents and the sums listed reflects the total billed charges and usual, customary and reasonable ("UCR") charges that the Plaintiffs bill for services and supplies which the Plaintiffs provided to the subscribers enrolled in the Defendant's healthcare plan. These sums do not reflect the contractual payment provisions contained in the written agreements entered into between the parties. The Defendant is entitled to a contractual discount.

27. The Plaintiffs establish, maintain and premise their billed charges in accordance with the prevailing charges that other medical practitioners in the Texas geographical area, who are

engaged in the same or similar medical specialty as the area of expertise practiced by the Plaintiffs and their staff professionals, charge for the same or similar medical and rehabilitative services and procedures offered and performed by the Plaintiffs.

28. In furtherance of obtaining reimbursement from the Defendant for the services and supplies that the Plaintiffs provided to these four subscribers, the Plaintiffs duly and timely transmitted each UB-92/HCFR-1460 form in Exhibit "B" to the Defendant in a timely and orderly manner.

29. The Plaintiffs electronically submitted, in the regular course of business, standardized UB-92/HCFR-1460 claim forms describing the services rendered and the amounts due thereupon on furtherance of securing payment from the Defendant.

30. The Plaintiffs fully cooperated and furnished any and all information, including the submission of a standardized UB-92/HCFR-1460 claim form, and when requested by the Defendant, medical charts, notes and records, and fully complied with all procedures and requests in furtherance of obtaining payment from the Defendant for the charges that these subscribers incurred during their treatment at the Plaintiffs' facilities from April of 2010 through March of 2012.

31. The Defendant initially issued full and complete payment on these itemized claim forms but clawed back their payments several years after they were remitted to the Plaintiffs. Thus the Defendant has arbitrarily and unjustifiably refused to compensate the Plaintiffs for the charges that its enrolled subscribers incurred during their courses of treatment at the Plaintiffs' facilities from April of 2010 through March of 2012.

32. In derogation of its contractual and statutory obligation to satisfy the charges incurred by these subscribers, the Defendant has arbitrarily and unjustifiably refused to compensate the Plaintiffs for the charges that these subscribers incurred during their courses of treatment at the Plaintiffs' facilities from April of 2010 through March of 2012.

33. The Plaintiffs have exhausted all contractual remedies by repeatedly attempting to secure complete and proper payment from the Defendant for the charges that these subscribers incurred during their course of treatment at the Plaintiffs' facilities from April of 2010 through March of 2012.

34. However, the Defendant continues arbitrarily and unjustifiably to refuse to issue complete and proper healthcare benefits payable on behalf of these subscribers arising under their healthcare plans that the Defendant issued to these subscribers prior to their admission dates from April 2010 through March of 2012.

35. By contracting to provide comprehensive healthcare services to its subscribers in exchange for prepaid per capita or aggregate fixed sums paid by or on behalf of its enrolled subscribers, the Defendant expressly agreed to provide primary healthcare coverage to those enrolled subscribers who received medically necessary and appropriate inpatient care and rehabilitation services and supplies from medical providers such as the Plaintiffs.

36. Pursuant to the terms of the healthcare coverage policy covering the subscribers who received medically necessary and appropriate inpatient care and rehabilitation services and supplies from the Plaintiffs, the Defendant expressly assumed the responsibility, as the primary payor for medical and rehabilitative expenses incurred by these subscribers.

37. Based on the written agreements entered into between the parties and the contractual payment provisions contained therein, the Defendant remains responsible to pay certain and defined per capita and/or aggregate fixed sums to the Plaintiffs as compensation for the hospital and medical charges incurred by the Defendant's subscribers who required and received hospital and medical care and treatment from the Plaintiffs.

38. The Plaintiffs referred the matter to their attorney who has contacted the Defendant

seeking the resolution of the parties' dispute and requesting that the Defendant issue payment to the Plaintiffs for the services and supplies the Plaintiffs provided to these providers in good faith and with the expectation of payment thereupon.

39. As such, the Plaintiffs remain entitled to recover court costs expended and reasonable attorney's fees incurred during the prosecution of this action.

V.
CAUSES OF ACTION

A. COUNT I – BREACH OF WRITTEN CONTRACT

40. The Plaintiffs re-allege paragraphs 1 through 39 as if fully set forth herein and further allege:

41. Pursuant to the terms of the written agreements entered into between the parties and the contractual payment provisions contained therein, Defendant is obligated to pay certain and defined per capita and/or aggregate fixed sums to the Plaintiffs as compensation for the hospital and medical charges incurred by the Defendant's subscribers who required and received hospital and medical care and treatment from the Plaintiffs. A copy of the written contract entered into between the parties and the contractual payment provisions contained therein are attached hereto and made a part of the complaint as Plaintiffs' composite exhibit "A."

42. The Plaintiffs, pursuant to state and federal law and the terms of the written agreements entered into between the parties, did render reasonable, necessary and appropriate medical care to subscribers enrolled as members of the Defendant's managed care company.

43. The Plaintiffs have performed and/or satisfied all conditions precedent to be performed and/or satisfied by the Plaintiffs or such conditions precedent have occurred or been waived.

44. The Defendant has materially breached the terms of the written agreements entered

into between the parties and the contractual payment provisions contained therein by failing to remit payment to the Plaintiffs for the hospital and medical services and supplies its subscribers rendered by the Plaintiffs and continues in its failure to remit payment for those amounts although the Plaintiffs have made demand upon the Defendant for the payment of these charges.

45. The Plaintiffs have sustained damages because of Defendant's breach of the written agreements entered into between the parties and the contractual payment provisions contained in these written agreements.

46. WHEREFORE, the Plaintiffs demand Judgment against the Defendant, Care Improvement Plus, a foreign corporation, for the principal sum of \$116,452.83, court costs, pre-judgment interest, reasonable attorney's fees and such other relief as this Court deems proper and just.

B. COUNT II - QUANTUM MERUIT

47. The Plaintiffs re-allege paragraph 1 through 39 as if fully set forth herein and further allege:

48. Commencing on or about April of 2010, the Defendant, with its knowledge and authorization, either expressly or impliedly directed its subscribers to the Plaintiffs to obtain and receive hospital and medical services and supplies.

49. Beginning on April of 2010, the Plaintiffs did render reasonable, necessary and appropriate hospital and medical care and treatment to subscribers enrolled in the health plan owned and operated by the Defendant with either the express or implied knowledge and consent of the Defendant.

50. Texas law prohibits the Plaintiffs from seeking recovery directly from those subscribers enrolled in the health plan owned and operated by the Defendant for the hospital and medical services

provided by the Plaintiffs.

51. The Defendant entered into written contracts with the Plaintiffs that obligate the Defendant to pay for the hospital and medical services and supplies received by its subscribers. Therefore, an assignment of the benefits of the written contracts entered into between the Defendant and its subscribers arose in favor of the Plaintiffs.

52. Despite receiving the benefit of having its subscribers receive hospital and medical services and supplies to its subscribers from the Plaintiffs and receiving the benefit from collecting and appropriating insurance premiums paid by or on behalf of its subscribers, the Defendant has failed to reimburse the Plaintiffs for the hospital and medical services and supplies its subscribers rendered by the Plaintiffs according to the contractual payment provisions contained in the written agreements entered into between the parties. Defendant had reasonable notice that Plaintiffs expected compensation for the services and supplies provided. The sums listed on Plaintiffs' composite Exhibit "B" reflect the certain and defined per capita and/or aggregate fixed sums payable to the Plaintiffs as compensation for the hospital and medical charges incurred by the Defendant's subscribers who received such hospital and medical care and treatment from the Plaintiffs.

53. Because of its failure to reimburse the Plaintiffs for the hospital and medical services and supplies its subscribers received from the Plaintiffs, the Defendant has been unjustly enriched at the expense of the Plaintiffs.

54. WHEREFORE, the Plaintiffs demand Judgment against the Defendant, Care Improvement Plus, a foreign corporation, for the principal sum of \$116,452.83, court costs, pre-judgment interest, reasonable attorney's fees and such other relief as this Court deems proper and just.

VI.
REQUEST FOR ATTORNEY'S FEES

55. Plaintiffs would further show that it has necessarily delivered said written contracts between the parties to the undersigned attorneys for collection and employed them to prosecute this case, for which Plaintiffs have agreed to pay reasonable attorney's fees, judgment for which Plaintiffs prays pursuant to the TEX. CIV. PRAC. & REM. CODE, Section 38.001 *et seq.* and the terms of the written agreements between the parties. Additionally, Plaintiffs request all attorney's fees involved in the appellate process, if same becomes necessary.

VII.
CONCLUSION AND PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that Defendant be cited to appear and answer herein as required by law and that upon final hearing thereof, Plaintiff have judgment of and from the Defendant as follows:

- a. for the principal sum of \$116,452.83;
- b. for reasonable attorney's fees, at all levels of the legal process, together with post-judgment interest thereon at the highest rate per annum allowed by law;
- c. all pre-judgment and post-judgment interest at the highest rate per annum allowed by law;
- d. for all costs of Court herein; and
- e. for such other and further relief, both general and special, at law or in equity, to which Plaintiff may be justly entitled.

Respectfully submitted by,

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WADDELL JENEVEIN, P.C.

1601 Elm Street, Suite 4100

Dallas, Texas 75201-3073

Telephone: (214) 979-7400

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By: /s/ K. Mark Vincent

K. MARK VINCENT

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SCOTT E. HAYES

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SUSAN OLIVER SIMPSON

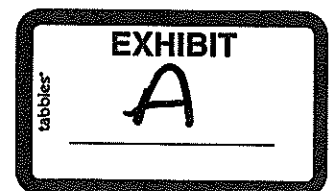
State Bar No. 24047555

ssimpson@vinlaw.com

ATTORNEYS FOR PLAINTIFFS

Hospital Participation Agreement

This portion of Exhibit C submitted for filing under seal.



CAUSE NUMBER (FOR CLERK USE ONLY): COURT (FOR CLERK USE ONLY):

STYLED Healthsouth Rehabilitation Hospital of Beaumont, LLC et al v. Care Improvement Plus of Texas Insurance Company

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet:		Names of parties in case:		Person or entity completing sheet is:	
Name:	Email:	Plaintiff(s)/Petitioner(s):		<input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other:	
K. Mark Vincent	mvincent@vilolaw.com	See attached			
Address:	Telephone:	Defendant(s)/Respondent(s):		Additional Parties in Child Support Case:	
1601 Elm Street, Suite 4100	214.979.7400	Care Improvement Plus of Texas		Custodial Parent:	
City/State/Zip:	Fax:	Insurance Company		Non-Custodial Parent:	
Dallas, Texas 75201-7274	214.979.7402			Presumed Father:	
Signature:	State Bar No:				
/s/ K. Mark Vincent	20585595				
[Attach additional page as necessary to list all parties]					
2. Indicate case type, or identify the most important issue in the case (select only 1):					
Civil			Family Law		
Contract	Injury or Damage	Real Property	Marriage Relationship	Post-judgment Actions (non-Title IV-D)	
Debt/Contract <input type="checkbox"/> Consumer/DTPA <input checked="" type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:	<input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage:	<input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property:	<input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children	<input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order	
Related to Criminal Matters			Other Family Law	Parent-Child Relationship	
<input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other:			<input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other:	<input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child:	
Employment	Other Civil				
<input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:	<input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other:				
Tax	Probate & Mental Health				
<input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings		<input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other:		
3. Indicate procedure or remedy, if applicable (may select more than 1):					
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover	
4. Indicate damages sought (do not select if it is a family law case):					
<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input checked="" type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000					

HEALTHSOUTH REHABILITATION
HOSPITAL OF BEAUMONT, LLC AND CMS
REHAB OF W.F., L.P. D/B/A HEALTHSOUTH
REHABILITAION HESPITAL OF WICHITA FALLS,

Plaintiffs,

v.

CARE IMPROVEMENT PLUS OF TEXAS
INSURANCE COMPANY,

Defendant

Exhibit 3

**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

To:

**CARE IMPORVEMENT PLUS OF TEXAS INSURANCE COMPANY
BY SERVING REGISTERED AGENT CT CORPORATION SYSTEM
1999 BRYAN STREET SUITE 900
DALLAS TX 75201**

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the **193rd District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **HEALTHSOUTH REHABILITATION HOSPITAL OF BEAUMONT, LLC
AND CMS REHAB OF W.F., L.P. D/B/A HEALTHSOUTH REHABILITATION HOSPITAL OF
WICHITA FALLS**

Filed in said Court **31st day of March, 2016** against

CARE IMPORVEMENT PLUS OF TEXAS INSURANCE COMPANY

For Suit, said suit being numbered **DC-16-03737**, the nature of which demand is as follows:
Suit on **CNTR CNSMR COM DEBT** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 6th day of April, 2016.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

By /s/ Sacheen Anthony, Deputy
SACHEEN ANTHONY



ESERVE

CITATION

DC-16-03737

**HEALTHSOUTH REHABILITATION
HOSPITAL OF BEAUMONT LLC, et al
vs.
CARE IMPORVEMENT PLUS OF
TEXAS INSURANCE COMPANY**

ISSUED THIS
6th day of April, 2016

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By: SACHEEN ANTHONY, Deputy

Attorney for Plaintiff
KEVIN MARK VINCENT
mvincent@vinlaw.com
1601 ELM STREET SUITE 4100
DALLAS TX 75201
214-979-7431

**DALLAS COUNTY
SERVICE FEES
NOT PAID**

OFFICER'S RETURN

Case No. : DC-16-03737

Court No.193rd District Court

Style: HEALTHSOUTH REHABILITATION HOSPITAL OF BEAUMONT LLC, et al

vs.

CARE IMPORVEMENT PLUS OF TEXAS INSURANCE COMPANY

Came to hand on the _____ day of _____, 20_____, at _____ o'clock _____ .M. Executed at _____,
within the County of _____ at _____ o'clock _____ .M. on the _____ day of _____,
20_____, by delivering to the within named

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by
me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ _____	_____
For mileage	\$ _____	of _____ County, _____
For Notary	\$ _____	By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20_____,
to certify which witness my hand and seal of office.

Notary Public _____ County _____

AFFIDAVIT OF SERVICE

State of Texas

County of Dallas

193rd District Court

Case Number: DC-16-03737

Plaintiff:

**Healthsouth Rehabilitation Hospital of Beaumont LLC and CMS Rehab Of W.F.
L.P. D/B/A Healthsouth Rehabilitation Hospital of Wichita Falls**

vs.

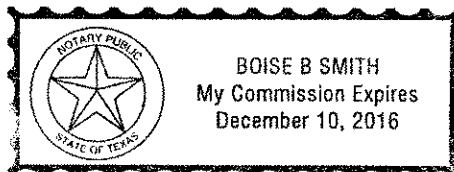
Defendant:

Care Improvement Plus of Texas Insurance Company

For:

**Kevin Mark Vincent
Vincent Serafino Geary Waddell Jenevein, PC
1601 Elm Street, Suite 4100
Dallas, TX 75201****Received by CIA Process Service, LLC on the 12th day of April, 2016 at 4:49 pm to be served on Care Improvement Plus of Texas Insurance Company.**I, April J. Smith, being duly sworn, depose and say that on the **13th day of April, 2016 at 1:55 pm, I:****delivered a true copy of the Citation and Plaintiff's Original Petition with the date of service endorsed thereon by me, to: Terri Thongsavat as Authorized Agent of CT Corporation System, registered agent for Care Improvement Plus of Texas Insurance Company, at the address of: 1999 Byran Street, Suite 900, Dallas, TX 75201, and informed said person of the contents therein, in compliance with state statutes.**

I am a private process server authorized by the Supreme Court of Texas. I am over the age of twenty-one, not a party to nor interested in the outcome of this lawsuit. I am capable of making this Affidavit, and fully competent to testify to the matters stated herein. I have personal knowledge of each of the matters stated herein and the statements made in this Affidavit are true and correct.

County of DallasSubscribed and Sworn to before me on 14 day
of April, 2016 by the affiant who
is personally known to me.

A handwritten signature in black ink, appearing to be "Boise B Smith", written over a horizontal line.

NOTARY PUBLIC

April J. Smith
April J. Smith
SCH2181 Exp:8/31/18**CIA Process Service, LLC
P.O. Box 541897
Grand Prairie, TX 75054
(214) 641-9414**Our Job Serial Number: APL-2016000464
Ref: Care Imp 001397-00001

**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

To:

**CARE IMPORVEMENT PLUS OF TEXAS INSURANCE COMPANY
BY SERVING REGISTERED AGENT CT CORPORATION SYSTEM
1999 BRYAN STREET SUITE 900
DALLAS TX 75201**

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the **193rd District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **HEALTHSOUTH REHABILITATION HOSPITAL OF BEAUMONT, LLC
AND CMS REHAB OF W.F., L.P. D/B/A HEALTHSOUTH REHABILITATION HOSPITAL OF
WICHITA FALLS**

Filed in said Court **31st day of March, 2016** against

CARE IMPORVEMENT PLUS OF TEXAS INSURANCE COMPANY

For Suit, said suit being numbered **DC-16-03737**, the nature of which demand is as follows:
Suit on **CNTR CNSMR COM DEBT** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 6th day of April, 2016.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

By /s/ Sacheen Anthony, Deputy
SACHEEN ANTHONY



ESERVE

CITATION

DC-16-03737

**HEALTHSOUTH REHABILITATION
HOSPITAL OF BEAUMONT LLC,**

al

vs.

**CARE IMPORVEMENT PLUS OF
TEXAS INSURANCE COMPANY**

**ISSUED THIS
6th day of April, 2016**

**FELICIA PITRE
Clerk District Courts,
Dallas County, Texas**

By: **SACHEEN ANTHONY**, Deputy

**Attorney for Plaintiff
KEVIN MARK VINCENT
mvincent@vinlaw.com
1601 ELM STREET SUITE 4100
DALLAS TX 75201
214-979-7431**

**DALLAS COUNTY
SERVICE FEES
NOT PAID**

OFFICER'S RETURN

Case No. : DC-16-03737

Court No. 193rd District Court

Style: HEALTHSOUTH REHABILITATION HOSPITAL OF BEAUMONT LLC, et al

vs.

CARE IMPORVEMENT PLUS OF TEXAS INSURANCE COMPANY

Came to hand on the _____ day of _____, 20_____, at _____ o'clock _____ M. Executed at _____
within the County of _____ at _____ o'clock _____ M. on the _____ day of _____
20_____, by delivering to the within named

Affidavit Attached

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by
me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ _____	_____
For mileage	\$ _____	of _____ County, _____
For Notary	\$ _____	By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20_____,
to certify which witness my hand and seal of office.

Notary Public _____ County _____



DC-16-03737

**HEALTHSOUTH REHABILITATION HOSPITAL OF
BEAUMONT LLC, et al**

vs.

**CARE IMPORVEMENT PLUS OF TEXAS INSURANCE
COMPANY**

IN THE DISTRICT COURT

193RD JUDICIAL DISTRICT

DALLAS COUNTY TEXAS

NOTICE OF INITIAL DISMISSAL HEARING

Counsel or Pro Se Plaintiff:

This case is set for a hearing on the Initial Dismissal Docket, as per Tex. R. Civ. P. 165a, for **THURSDAY, July 14, 2016**, at 1:30 p.m. in the 193rd District Court Courtroom.

1. If no Defendant has been served as evidenced by no return of citation having been filed with the court on or before the Dismissal Hearing, the case is subject to being dismissed at the Dismissal Hearing;
2. If service has been made on a Defendant, but no answer has been filed (and any such answer is past due before the Dismissal Hearing Date), you must obtain a default judgment on or before the Dismissal Hearing, or the case is subject to being dismissed at the Dismissal Hearing. You are encouraged to submit requests for default by submission with affidavit.
3. If service on at least one Defendant has been made and the citation has been returned to the Court before the Dismissal Hearing, but the time to file an answer has not yet expired, then the Dismissal Hearing is hereby reset for the Friday four weeks following the initial date of the Dismissal Hearing (*i.e.* the date listed above). (If this Friday falls on a holiday, the Dismissal Hearing is reset to the next Friday that is not a holiday.) No further dismissal notice will be sent, and you are expected to obtain a default judgment before the reset date of the Dismissal Hearing, or the case is subject to being dismissed.
4. If an answer is filed on or before the Dismissal Hearing, the case will be referred to the Court Coordinator to be set for trial, if not already set.

SIGNED this April 19, 2016

A handwritten signature in black ink that reads "CARL GINSBERG".

The Honorable Carl Ginsberg
193rd Judicial District Court



Exhibit 5

ray.walker@figdav.com
214-939-2046

May 5, 2016

Via email: ssimpson@vinlaw.com
Susan Simpson
Vincent Serafino Geary Waddell Jenevein, P.C.
1601 Elm Street, Suite 4100
Dallas, TX 75201-3073

RE: Cause No. DC-16-03737; *HealthSouth Rehabilitation Hospital of Beaumont, LLC and CMS Rehab of W.F., L.P. d/b/a HealthSouth Rehabilitation Hospital of Wichita Falls v. Care Improvement Plus of Texas Insurance Company*; Dallas County, 193rd District Court

Dear Susan:

This confirms our agreement to extend the deadline for Care Improvement Plus of Texas Insurance Company to answer or otherwise respond to Plaintiffs' Original Petition until June 8, 2016. If I have accurately stated our agreement, please sign in the space provided below.

Sincerely,

Raymond E. Walker

AGREED:

Susan Simpson
Attorney for Plaintiffs

REW/dl

Exhibit 6

CAUSE NO. DC-16-03737

HEALTHSOUTH REHABILITATION	§	IN THE DISTRICT COURT OF
HOSPITAL OF BEAUMONT, LLC and	§	
CMS REHAB OF W.F., L.P. d/b/a	§	
HEALTHSOUTH REHABILITATION	§	
HOSPITAL OF WICHITA FALLS,	§	
	§	
Plaintiff,	§	DALLAS COUNTY, TEXAS
	§	
v.	§	
	§	
CARE IMPROVEMENT PLUS OF	§	
TEXAS INSURANCE COMPANY,	§	
	§	
Defendant.	§	193 RD JUDICIAL DISTRICT

DEFENDANT'S ORIGINAL ANSWER

Defendant files its original answer, and states:

1. Subject to such admissions and stipulations as may be made at or before time of trial, Defendant denies generally and specially the material allegations in Plaintiffs' Original Petition, pursuant to Tex. R. Civ. P. 92, and demands strict proof thereof in accordance with the requirements of the laws of this state.

2. Defendant requests the following relief:

- (a) That Plaintiffs take nothing by reason of their suit;
- (b) That Defendant be dismissed with its costs; and
- (c) That Defendant have such other and further relief, both general and special, at law and in equity, to which it may show itself justly entitled.

Dated: May 13, 2016

Respectfully submitted,

By: /s/ Raymond E. Walker

Andrew G. Jubinsky
Texas Bar No. 11043000
andy.jubinsky@figdav.com
Raymond E. Walker
Texas Bar No. 24037663
ray.walker@figdav.com

FIGARI + DAVENPORT, LLP
901 Main Street, Suite 3400
Dallas, Texas 75202
Telephone: (214) 939-2000
Facsimile: (214) 939-2090

ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing document has been served on the parties listed below on May 13, 2016.

Via efile.txcourts.gov:

K. Mark Vincent

mvincent@vinlaw.com

Scott E. Hayes

shays@vinlaw.com

Susan Oliver Simpson

ssimpson@vinlaw.com

Vincent Serafino Geary Waddell Jenevein, P.C.

1601 Elm Street, Suite 4100

Dallas, Texas 75201-3073

/s/ Raymond E. Walker

Raymond E. Walker